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**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

TYRONE P. JAMES,	:	
	:	
Plaintiff	:	
	:	No. 1:CV-01-1015
v.	:	
	:	
	:	(Judge Kane)
YORK COUNTY POLICE	:	(Magistrate Judge Mannion)
DEPARTMENT; AGENT JAMES H.	:	
MORGAN; DET. RICHARD	:	
PEDDICORD; DET. RAYMOND E.	:	
CRAUL; SGT. GENE FELLS; DET.	:	
ANTHONY GLOWCZEWSKI; AGENT	:	
RANDY SIPEs; and AGENT BRIAN	:	
WESTMORELAND,	:	
	:	
Defendants :	:	

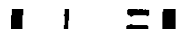
COMMONWEALTH DEFENDANTS'
RESPONSE TO PLAINTIFF'S SECOND REQUEST
FOR PRODUCTION OF DOCUMENTS

Defendants James H. Morgan, Richard Peddicord, Raymond E. Craul, Gene Fells, Anthony Glowczewski, Robert Kessler and Brian Westmoreland, by their attorneys, hereby respond as follows to Plaintiff's request for production of documents.

GENERAL OBJECTIONS

1. Defendants **OBJECT** to each and every document request that is vague, ambiguous, unclear, overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

calculated to lead to the discovery of admissible evidence



2. Defendants **OBJECT** to Plaintiff's request for privileged information including, but not limited to, information covered by the executive privilege, attorney-client privilege, or the work product doctrine.

3. Defendants **OBJECT** to each document request that seeks information or documents that are not in possession, custody, or control of Defendants.

4. All of Defendants' specific objections are made subject to and without waiving any of these general objections.

REQUEST FOR PRODUCTION OF DOCUMENTS

1. **Complete, accurate, and legible copies of all official records reflecting departmental disciplinary action against all Officers/Agents, who were in any way connected with the investigation and prosecution in this case; which included and not limited to:**

(a) **Disciplinary action, grievance, complaints, used [sic] of excessive force claimed, filed against all defendants, during their employment history, with the appropriate agency.**

RESPONSE: Defendants **OBJECT** to this request because there was no disciplinary action taken against any of the Defendants as a result of this case. Any other information requested by Plaintiff is not reasonably calculated to lead to the discovery of admissible and/or relevant evidence.

the discovery of admissible and/or relevant evidence.

2. All rules, regulations and policy pertaining to “Standard Police Procedure,” on search and seizure, and arrest, which includes and not limited to:

- (a) Private mail box searches; Search and Arrest Warrant procedure; Warrantless arrest; Preliminary Arraignment, (Place, time and date for preliminary arraignment).**
- (b) Police Procedure on the Interdiction on drug parcel, or packages; and the shipping of contraband from one agents [sic] to the next, i.e., Defendant Sipes, from California, to Defendant Morgan, at the Attorney General [sic] Office, Pennsylvania.**

RESPONSE:

(a) Defendants OBJECT to this request because it is vague and ambiguous.

Plaintiff has not identified with particularity the documents which he seeks.

Furthermore, Defendants are not required to put together a voluminous list for the Plaintiff of all police rules, regulation, policies and procedures.

(b) Defendants OBJECT to this request because it is vague and ambiguous.

Furthermore, Defendants are not aware of the existence of specific documents on police procedure relating to “the shipping of contraband from one agents [sic] to the next.”

3. All written statements, originals or copies, identified as reports of statements by agents, police and civilian manager and employee's [sic] at the Mail Box Etc., which in [sic] includes, but not limited to:

- (a) Statements and Business reports of manager and employee's [sic] at the Mail Boxes Etc., both in California and Pennsylvania.**
- (b) Eyewitnesses reports and statements; Any statements made by Plaintiff; signed waiver of Miranda, and any signed waiver card.**
- (c) Supervisor reports; Defendants written reports; report of shipping and receiving of contraband, by Defendants from CA. and PA., between January 8 through 10, 2001; United Parcel Service delivery of said packages, and search and arrest warrant for said packages and Plaintiff, dated January 10, 2001; date and time of delivery by UPS Driver.**

RESPONSE:

(a) Defendants OBJECT to this request because the business records of Mail Boxes Etc. are not relevant evidence in this matter. Defendants further OBJECT because all other information requested is contained in the investigative reports which were sent to Plaintiff as a result of his previous request for production of documents.

(b) Defendants OBJECT because the information requested is not in the possession, custody or control of the Defendants. More specifically, the Defendants are not aware of the existence of this information.

(c) Defendants OBJECT to this request because the information requested here was provided to Plaintiff in Defendants' Response to Plaintiff's First Request for Production of Documents.

4. All pertinent transcript(s); communication reports, facsimiles, memos, phone log(s), between California officials and Pennsylvania officials; which included and not limited to:

- (a) Reports from California Agents' search warrants in California; memo's presented to several Mails [sic] Boxes Etc., in California; Shipping receipts and label of said packages; inventory receipts (showing time and date), showing said package was placed in the Regional Evidence Room, for transportation to the PSP crime lab, on January 10, 2001, by a custodian, as stated in the police report; inventory receipts, of property seized at 2536 Eastern Blvd, York, PA 17402, on January 8, 9, & 10, 2001; Defendant Sipes, receipts of the shipping of said package, from California, to State Attorney**

General [sic] Office in Pennsylvania, on January 10, 11 & 12, 2001.

- (b) Authentication of any phone conversations between agents, as to time, date and place; calls made by any of the Defendants to Plaintiff's phone number on January 10, 2001, between 7:30 a.m., to the time of [sic] he was arrested.**

RESPONSE:

(a) Defendants OBJECT to this request because the information requested here was provided to Plaintiff in Defendant's Response to Plaintiff's First Request for Production of Documents.

(b) Defendants OBJECT to this request because Defendants are not aware of the existence of such documents.

5. All information, original or copies, of application for probable cause, affidavit in conjunction with application for search warrant concerning the seizure of said evidence at Mail Box Etc., which included and not limited to:

- (a) Search warrant to enter Plaintiff's private mail box, at Mail Box Etc., 2536 East Blvd., on January 8, 9, and 10, 2001, by**

Defendants; Arrest and Detention, warrants issued by the Magistrate's Judge, leppo.

- (b) Vehicles involved in the investigation and surveillance, such as License Number, vehicle ID number, at the Kingston Square Center, 2536 Eastern Blvd., York, PA 17402, on January 8, 9, & 10, 2001.**
- (c) Any instructions and reports, given to Prison officials, by Defendants, Specifically, James Morgan, to prison officials, at the York County Prison, on January 10 & 11, 2001, "Not to give James, any phone call pending investigation."**
- (d) Signature and Authentication of all documents presented.**

RESPONSE:

- (a) Defendants OBJECT to this request because the information requested here was provided to Plaintiff in Defendant's Response to Plaintiff's First Request for Production of Documents.**
- (b) Defendants OBJECT because this request is not reasonably calculated to lead to the discovery of admissible and/or relevant evidence. More specifically, the license plate of the vehicles being driven by Defendants has not been raised in the Plaintiff's complaint.**

(c) Defendants OBJECT to this request because Defendants are not aware of the existence of the documents which the Plaintiff seeks.

(d) Defendants OBJECT because this request is not reasonably calculated to lead to the discovery of admissible and/or relevant evidence.

6. Any and all investigative information of record leading to the seizure of all said evidence is [sic] this case; which included and not limited to:

(a) Probable cause; arrest of Plaintiff, search of plaintiff's private mail box, specifically, Box 164, at Mail Box Etc., 2536 Eastern Boulevard, York, PA., items confiscated, and search warrants issued; and the search of Plaintiff's person and property.

RESPONSE: Defendants OBJECT to this request because the information requested here was provided to Plaintiff in Defendant's Response to Plaintiff's First Request for Production of Documents.

7. Any and all receipts showing of record that said evidence was in fact "A matter of mail material," from California, to Pennsylvania; also names, and title of those responsible parties for the shipping of said package from one jurisdiction to another; and the Court Order, [copy, or original], permitting such action, which included and not limited to:

- (a) **United Parcel Service mailing receipts; receipts of the UPS label, shipped by Defendants, Sipes, from California, to the State Attorney General [sic] Office, Pennsylvania; Memo's, Business cards, shipping agreements, [Mail Box Etc.] and shipping receipts, that are in the position of all the defendants and eyewitnesses.**

RESPONSE: Defendants OBJECT to the first part of this request on the grounds that it is vague and unclear. Additionally, Defendants are uncertain as to what "a matter of mail material" is. Defendants, however, in a good faith effort to response to request of *pro se* plaintiff, refer plaintiff to the following:

- Attachment 1. United States Postal services application of Delivery through Mail agent.
- Attachment 2. FedEx shipping receipts.
- Attachment 3. Mailboxes, Etc. member service agreements.
- Attachment 4. Mailboxes, Etc. shipping receipts.

General Instructions

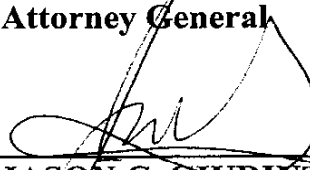
Plaintiff may inspect those documents which Defendants have agreed to produce as set forth in these responses. To arrange for inspection, the Plaintiff should submit a request slip to Jeffrey Rackovan, the Assistant Superintendent and he will arrange for the inspection at a mutually convenient time and place.

Plaintiff may obtain photocopies of the documents at his own expense. Charges for the photocopies will be in accordance with Department of Corrections Policy DC-ADM 003 and its procedures manual.

Respectfully submitted,

D. MICHAEL FISHER
Attorney General

By:


JASON C. GIURINTANO
Deputy Attorney General
I.D. No. 89177

**Office of Attorney General
Civil Litigation Section
15th Floor, Strawberry Square
Harrisburg, PA 17120**

SUSAN J. FORNEY
Chief Deputy Attorney General
Chief, Litigation Section

**Counsel for Commonwealth
Defendants**

Date: November 17, 2003

United States Postal Service

Application for Delivery of Mail Through Agent

See Privacy Act Statement on Reverse

BOX # 164

1. Date 10/03/00

Consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service upon termination of the agency relationship; (2) the transfer of my or our (firm) mail to another address is the responsibility of the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addressee to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public. The agent provides the original completed signed Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of Form 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable postal rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

This application may be subject to verification procedures by the Postal Service to confirm that the applicant resides or conducts business at the home or business address listed in boxes 8 or 11, and that the identification listed in box 9 is valid.

2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent
(Complete a separate Form 1583 for EACH applicant. Spouses may complete and sign one Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.)
Express
Reality Fashion Express
A.S. Fashion
J.V.'s Supplies

3. Address to Be Used for Delivery including ZIP + 4

~~2536 Eastern Blvd~~
2536 Eastern Blvd
York Pa 17402

4. Applicant Authorizes Delivery to and in Care of
(Name, address, and ZIP Code of agent)
mail Boxes Etc.
2536 Eastern Blvd
York Pa 17402

5. Will This Delivery Address Be Used for Soliciting or Doing Business With the Public? (Check one)

☐ Yes☒ No

6. This Authorization is Extended to Include Restricted Delivery Mail for the Undersigned(s)

7. Name of Applicant

Tyne. Jones

8. Home Address (Number, street, city, state, and ZIP Code)

367 W. Market Street
York Pa 17404
Telephone Number (717) 332 8984

9. Two Types of Identification are Required. One Must Contain a Photograph of the Addressee(s). Agent Must Write in Identifying Information. Subject to Verification.

a. California Drivers License C2083017

b. AAA CARD

Acceptable identification includes: driver's license; armed forces, government, or recognized corporate identification card; passport or alien registration card or other credential showing the applicant's signature and a serial number or similar information that is traceable to the bearer. A photocopy of your identification may be retained by agent for verification.

10. Name of Firm or Corporation

11. Business Address (Number, street, city, state and ZIP Code)

367 W. Market Street
York Pa 17404
Telephone Number (717) 332 8984

12. Kind of Business

Fashion/Supplies
Marketing/Advertising

13. If Applicant is a Firm, Name Each Member Whose Mail is to Be Delivered. (All names listed must have verifiable identification. A guardian must list the names and ages of minors receiving mail at their delivery address.)

14. If a CORPORATION, Give Names and Addresses of Its Officers

15. If Business Name of The Address (Corporation or Trade Name) Has Been Registered, Give Name of County and State, and Date of Registration.

York Pa 1/2000

Warning: The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties). (18 U.S.C. 1001)

16. Signature of Agent/Notary Public

17. Signature of Applicant (If firm or corporation, application must be signed by officer. Show title.)

Warning: The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties). (18 U.S.C. 1001)

Application for Delivery of Mail Through Agent

See Privacy Act Statement on Reverse

BOX # 141

1. Date 4-22-00

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service upon termination of the agency relationship; (2) the transfer of my or our (firm) mail to another address is the responsibility of the agent; (3) all mail delivered to the agency under this authorization must be repaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public. The agent provides the original completed signed Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of Form 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable postal rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

This application may be subject to verification procedures by the Postal Service to confirm that the applicant resides or conducts business at the home or business address listed in boxes 8 or 11, and that the identification listed in box 9 is valid.

<p>2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent. (Complete a separate Form 1583 for EACH applicant. Spouses may complete and sign one Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.)</p> <p><u>Tyrona James</u> <u>Fashion Express</u> <u>P.J. Merchandise</u> <u>Fashion Fair/Supply</u></p>	<p>3. Address to Be Used for Delivery Including ZIP + 4</p> <p>PMB <u>141</u> 2083 Springwood Road York, PA 17403-4800</p>
<p>4. Applicant Authorizes Delivery to and in Care of (Name, address, and ZIP Code of agent)</p> <p>2083 Springwood Road York, PA 17403-4800</p>	<p>5. Will This Delivery Address Be Used for Soliciting or Doing Business With the Public? (Check one)</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>6. This Authorization Is Extended to Include Restricted Delivery Mail for the (Name, address, and ZIP Code of agent)</p>	<p>7. Name of Applicant</p> <p><u>Tyrona James</u></p>
<p>9. Two Types of Identification are Required. One Must Contain a Photograph of the Addressee(s). Agent Must Write in Identifying Information. Subject to Verification.</p> <p>a. <u>Driver Lic. CA C2083017</u> b. <u>NATIONAL CAR RENTAL NE524520430</u></p> <p>Acceptable identification includes: driver's license; armed forces, government, or recognized corporate identification card; passport or alien registration card or other credential showing the applicant's signature and a serial number or similar information that is traceable to the bearer. A photocopy of your identification may be retained by agent for verification.</p>	<p>8. Home Address (Number, street, city, state, and ZIP Code)</p> <p><u>673 W. Market St.</u> <u>York Pa 17404</u> Telephone Number (717) 843 1878</p> <p>10. Name of Firm or Corporation</p> <p><u>Fashion Express</u> <u>P.J. Supply / Fashion Fair</u></p>
<p>2. Kind of Business</p> <p><u>Merchandising</u> <u>Clothing/Accessory</u></p>	<p>11. Business Address (Number, street, city, state and ZIP Code)</p> <p><u>673 W. Market St.</u> <u>York Pa 17404</u> Telephone Number (717) 332 8987</p>
<p>12. If a CORPORATION, Give Names and Addresses of Its Officers</p>	<p>13. If Applicant is a Firm, Name Each Member Whose Mail Is to Be Delivered. (All names listed must have verifiable identification. A guardian must list the names and ages of minors receiving mail at their delivery address.)</p>
<p>14. Signature of Agent/Notary Public</p> <p><u>Ham Emswiler</u></p> <p>Form 1583, March 1999</p> <p>Signature of Agent/Notary Public</p>	<p>15. If Business Name of The Address (Corporation or Trade Name) Has Been Registered, Give Name of County and State, and Date of Registration.</p> <p><u>Wilmington DE. / York.</u></p> <p>17. Signature of Applicant (If firm or corporation, application must be signed by officer. Show title.)</p> <p><u>Tyrona James</u></p> <p>17. Signature of Applicant (If firm or corporation, application must be signed by</p>

United States Postal Service
 Application for Delivery of Mail Through Agent
 and Privacy Act Statement on Reverse

BOX # 306
 1. Date 10/30/00

Consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service upon termination of the agency relationship; (2) the transfer of my or our (firm) mail to another address is the responsibility of the agent; (3) all mail delivered to the agency under this authorization must be paid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public. The agent provides the original completed signed Form 1583 to the Postal Service and retains a duplicate completed signed form at the CMRA business location. The CMRA copy of Form 1583 must at all times be available for examination by the postmaster (or post office) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable postal rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery and corrective action is taken.

This application may be subject to verification procedures by the Postal Service to confirm that the applicant resides or conducts business at the home or business address listed in boxes 8 or 11, and that the identification listed in box 9 is valid.

Name in Which Applicant's Mail Will Be Received for Delivery to Agent. Complete a separate Form 1583 for EACH applicant. Spouses may complete and sign one Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box(es).

D.W. Advertising
 EWA Production
 A & G Computer/Repairs

Applicant Authorizes Delivery to and in Care of Name, address, and ZIP Code of agent:

467 EISENHOWER DRIVE
 HANOVER, PA 17331-5214

Authorization Is Extended to Include Restricted Delivery Mail for the signed(s)

3. Address to Be Used for Delivery Including ZIP + 4

PMB 306
 467 EISENHOWER DRIVE
 HANOVER, PA 17331-5214

5. Will This Delivery Address Be Used for Soliciting or Doing Business With the Public? (Check one)

☐ Yes

☒ No

7. Name of Applicant

Tyenne James

8. Home Address (Number, street, city, state, and ZIP Code)

51 Town Circle
 Hanover Pa 17331-

Telephone Number (717) 332 8984

10. Name of Firm or Corporation

11. Business Address (Number, street, city, state and ZIP Code)

467 EISENHOWER DRIVE
 HANOVER, PA 17331-5214

Telephone Number ()

Two Types of Identification are Required. One Must Contain a Photograph of the Addressee(s). Agent Must Write in Identifying Information. Subject to verification.

a. Dr. Lic. CA #208307

b. AAA card # 004 Plus 0832100833

Acceptable identification includes: driver's license; armed forces, government, recognized corporate identification card; passport or alien registration card; other credential showing the applicant's signature and a serial number or similar information that is traceable to the bearer. A photocopy of your identification may be retained by agent for verification.

Kind of Business

13. If Applicant Is a Firm, Name Each Member Whose Mail Is to Be Delivered. (All names listed must have verifiable identification. A guardian must list the names and ages of minors receiving mail at their delivery address.)

If a CORPORATION, Give Names and Addresses of Its Officers

15. If Business Name of The Address (Corporation or Trade Name) Has Been Registered, Give Name of County and State, and Date of Registration.

The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties). (18 U.S.C. 1001)

Signature of Agent/Notary Public

Siand Taylor

17. Signature of Applicant (If firm or corporation, application must be signed by officer. Show title.)

The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties). (18 U.S.C. 1001)

United States Postal Service

Application for Delivery of Mail Through Agent

See Privacy Act Statement on Reverse

PMB 209
 1. Date 5/24/99

consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service upon termination of the agency relationship; (2) the transfer of my (firm) mail to another address is the responsibility of the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public. The agent provides the original completed signed Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of Form 1583 must at all times be available for examination by the postmaster (or signee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable postal rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery if corrective action is taken.

This application may be subject to verification procedures by the Postal Service to confirm that the applicant resides or conducts business at the home or business address listed in boxes 8 or 11, and that the identification listed in box 9 is valid.

Name in Which Applicant's Mail Will Be Received for Delivery to Agent. Complete a separate Form 1583 for EACH applicant. Spouses may complete and sign one Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.)

Tyrone James

3. Address to Be Used for Delivery Including ZIP + 4

Tyrone James
 PMB 209
 2180 White St.
 York, PA 17404-4942

Applicant Authorizes Delivery to and in Care of Name, address, and ZIP Code of agent.

MAIL BOXES ETC. #1161
 2180 WHITE ST.
 YORK, PA 17404

Authorization Is Extended to Include Restricted Delivery Mail for the Designated(s)

YES

5. Will This Delivery Address Be Used for Soliciting or Doing Business With the Public? (Check one)

☐ Yes

☒ No

7. Name of Applicant

TYRONE JAMES

8. Home Address (Number, street, city, state, and ZIP Code)

565 W. Market St.
 York Pa 17404

Telephone Number ()

9. Types of Identification are Required. One Must Contain a Photograph of Addressee(s). Agent Must Write in Identifying Information. Subject to Verification.

CA Driver's License C2083017

Pacific Bell Phone Card 90937136758251

Acceptable identification includes: driver's license; armed forces, government, recognized corporate identification card; passport or alien registration card; other credential showing the applicant's signature and a serial number or other information that is traceable to the bearer. A photocopy of your identification may be retained by agent for verification.

10. Name of Firm or Corporation

11. Business Address (Number, street, city, state and ZIP Code)

Telephone Number ()

12. Nature of Business

County Business

13. If Applicant is a Firm, Name Each Member Whose Mail is to Be Delivered. (All names listed must have verifiable identification. A guardian must list the names and ages of minors receiving mail at their delivery address.)

14. If Corporation, Give Names and Addresses of Its Officers

15. If Business Name of The Address (Corporation or Trade Name) Has Been Registered. Give Name of County and State, and Date of Registration.

The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties). (18 U.S.C. 1001)

Signature of Agent/Notary Public

Charles Kutty, agent

17. Signature of Applicant (If firm or corporation, application must be signed by officer. Show title.)

Tyrone James

The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties). (18 U.S.C. 1001)

[illegible]

FedEx Tracking Number 8039 4238 1346 <small>IN TX</small>		Broker Selection <input type="checkbox"/> FedEx International Broker Select	
Broker's Name CityStateProvinceCountry		Phone VERY IMPORTANT	
ZIP/Postal Code			
6 Service Not all services available to all destinations.			
<input type="checkbox"/> FedEx International First <small>(Special date required/shipping rules apply)</small>		<input type="checkbox"/> FedEx International Priority	
<input type="checkbox"/> FedEx International Economy, <small>(FedEx International Priority freight)</small>		<input type="checkbox"/> DESCRIPTION _____	
7 Packaging <input checked="" type="checkbox"/> FedEx <input type="checkbox"/> Other <input type="checkbox"/> FedEx Pak <input type="checkbox"/> Other Packaging <input type="checkbox"/>			
8 Special Handling Not all options available to all destinations. Does this shipment contain dangerous goods? <input type="checkbox"/> DESCRIPTION _____ <input type="checkbox"/> No <input type="checkbox"/> Yes (see manual) CA Cargo Aircraft Only 25 <input type="checkbox"/> <input type="checkbox"/> Shipper's Declaration <input type="checkbox"/> Dry Ice <input type="checkbox"/> Dry Ice (over 1kg) <small>(Temperature must remain below -10°C for both packaging)</small>			
9 Payment TRANSPORTATION CHARGES PAID BY: <input type="checkbox"/> Remit FedEx account no. or Credit Card no. below <input type="checkbox"/> Cash/Check <input type="checkbox"/> Sender <input type="checkbox"/> Recipient <input type="checkbox"/> Third Party <input type="checkbox"/> Credit Card <small>Not all options available to all destinations</small>			
FedEx Account No. _____		Ship To _____	
Credit Card No. _____			
DUTIES AND TAXES PAID BY: FedEx cannot estimate Customs charges <input type="checkbox"/> Sender <input type="checkbox"/> Recipient <input type="checkbox"/> Third Party			
FedEx Account No. _____			
10 Required Signature By giving us your shipment, you agree to the conditions on the back of this Non-Negotiable Air Waybill. Certain international treaties, including the Warsaw Convention, may apply to this shipment and limit our liability for damage, loss or delay, as described in the Conditions of Contract. These conditions, together with relevant laws applying to this shipment, are incorporated by reference into this document. Your signature certifies your agreement to the Conditions of Contract on the back of this Air Waybill for the service and conditions of service very fully from country to country. Cannot we find offices for specific information.			
Signature _____ Date _____		Date _____	
Sender's Name _____		Date _____	
Sender's Title _____		Date _____	
Sender's Address _____		Date _____	
Sender's City _____		Date _____	
Sender's State _____		Date _____	
Sender's Zip _____		Date _____	
Sender's Country _____		Date _____	
Sender's Phone _____		Date _____	
Sender's Fax _____		Date _____	
Sender's E-mail _____		Date _____	
Sender's Telex _____		Date _____	
Sender's Cable _____		Date _____	
Sender's Telegram _____		Date _____	
Sender's Radiogram _____		Date _____	
Sender's Facsimile _____		Date _____	
Sender's Internet _____		Date _____	
Sender's Mobile _____		Date _____	
Sender's Pager _____		Date _____	
Sender's Satellite _____		Date _____	
Sender's Other _____		Date _____	
Sender's Notes _____		Date _____	
Sender's Remarks _____		Date _____	
Sender's Comments _____		Date _____	
Sender's Instructions _____		Date _____	
Sender's Special Handling _____		Date _____	
Sender's Additional Information _____		Date _____	
Sender's Contact Person _____		Date _____	
Sender's Contact Title _____		Date _____	
Sender's Contact Address _____		Date _____	
Sender's Contact City _____		Date _____	
Sender's Contact State _____		Date _____	
Sender's Contact Zip _____		Date _____	
Sender's Contact Country _____		Date _____	
Sender's Contact Phone _____		Date _____	
Sender's Contact Fax _____		Date _____	
Sender's Contact E-mail _____		Date _____	
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Sender's Contact Facsimile _____		Date _____	
Sender's Contact Internet _____		Date _____	
Sender's Contact Mobile _____		Date _____	
Sender's Contact Pager _____		Date _____	
Sender's Contact Satellite _____		Date _____	
Sender's Contact Other _____		Date _____	
Sender's Contact Notes _____		Date _____	
Sender's Contact Remarks _____		Date _____	
Sender's Contact Comments _____		Date _____	
Sender's Contact Instructions _____		Date _____	
Sender's Contact Special Handling _____		Date _____	
Sender's Contact Additional Information _____		Date _____	
Sender's Contact Contact Person _____		Date _____	
Sender's Contact Contact Title _____		Date _____	
Sender's Contact Contact Address _____		Date _____	
Sender's Contact Contact City _____		Date _____	
Sender's Contact Contact State _____		Date _____	
Sender's Contact Contact Zip _____		Date _____	
Sender's Contact Contact Country _____		Date _____	
Sender's Contact Contact Phone _____		Date _____	
Sender's Contact Contact Fax _____		Date _____	
Sender's Contact Contact E-mail _____		Date _____	
Sender's Contact Contact Telex _____		Date _____	
Sender's Contact Contact Cable _____		Date _____	
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Sender's Contact Contact Radiogram _____		Date _____	
Sender's Contact Contact Facsimile _____		Date _____	
Sender's Contact Contact Internet _____		Date _____	
Sender's Contact Contact Mobile _____		Date _____	
Sender's Contact Contact Pager _____		Date _____	
Sender's Contact Contact Satellite _____		Date _____	
Sender's Contact Contact Other _____		Date _____	
Sender's Contact Contact Notes _____		Date _____	
Sender's Contact Contact Remarks _____		Date _____	
Sender's Contact Contact Comments _____		Date _____	
Sender's Contact Contact Instructions _____		Date _____	
Sender's Contact Contact Special Handling _____		Date _____	
Sender's Contact Contact Additional Information _____		Date _____	
Sender's Contact Contact Contact Person _____		Date _____	
Sender's Contact Contact Contact Title _____		Date _____	
Sender's Contact Contact Contact Address _____		Date _____	
Sender's Contact Contact Contact City _____		Date _____	
Sender's Contact Contact Contact State _____		Date _____	
Sender's Contact Contact Contact Zip _____		Date _____	
Sender's Contact Contact Contact Country _____		Date _____	
Sender's Contact Contact Contact Phone _____		Date _____	
Sender's Contact Contact Contact Fax _____		Date _____	
Sender's Contact Contact Contact E-mail _____		Date _____	
Sender's Contact Contact Contact Telex _____		Date _____	
Sender's Contact Contact Contact Cable _____		Date _____	
Sender's Contact Contact Contact Telegram _____		Date _____	
Sender's Contact Contact Contact Radiogram _____		Date _____	
Sender's Contact Contact Contact Facsimile _____		Date _____	
Sender's Contact Contact Contact Internet _____		Date _____	
Sender's Contact Contact Contact Mobile _____		Date _____	
Sender's Contact Contact Contact Pager _____			



0040

TTE
 17100-67 Federal
 Corporation
 17100-67 Federal
 Corporation

For Assistance Call 1-800-247-4747

FedEx. *International Air Waybill.*

[illegible]

FedEx Tracking Number
8209 4711 2436 Form ID No. 0400

5 Broker Selection ☐ International Broker Select

Broker's Name

City/State/Province/Country _____

Zip/Postal Code _____ Phone _____ With Landline/Cell _____

Service: Not all services available in all jurisdictions

~~Priority Mail~~

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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<input type="checkbox"/>	FedEx Int. Economy Freight	<input type="checkbox"/>	FedEx Int. Priority Freight
<input type="checkbox"/>	FedEx Int. Economy Freight	<input type="checkbox"/>	FedEx Int. Priority Freight

7. ☐ Packman ☐ Feltz ☒ Feltz ☐ Other ☐

☐ Letter ☒ Packet ☐ Pictograph

8 Special Handling Not all options available to all destinations

☐ **NOT RECD** ☐ **FORWARDED**

☒ No ☐ Yes per attached Shipper's Declaration

☐ Cargo Aircraft Only

☐ Yes _____
☒ No _____

(Shipper's Declaration
not required)

UNY HCS
Dry Van, LHM 9088

Temperature must be shipped in Pacific port only.

9a Payment - TRANSPORTATION CHARGES PAID BY:

☐ Sender
 ☐ Recipient
 ☐ Third Party
 ☐ Credit Card
 ☐ Cash/Check

Not all systems available in all departments

Credit
 Card No. _____
 Exp. Mo. _____
 Exp. Yr. _____

9b Payment - Duties and Taxes Paid BY: *Field cannot contain
 Customs charges

Sender ☐ Recipient ☐ Third Party ☐

98003
Account No. _____

10 Required Signature
By giving us your statement, you agree to the conditions on the back of this Non-Negotiable Air Waybill.

and you represent that this shipment does not require a U.S. State Department License. Certain international treaties, including the Warsaw Convention, may apply to this shipment and limit our liability for damage, loss or delay, as described in the Conditions of Contract.

These services and technology or software were exported from the United States in accordance with the EAR. All exports from the United States are subject to U.S. Law prohibition.

Signature: _____

This is not authorized without a recipient's approval.

Exponent

Use of this Air Transport Services form is subject to the Carriers' Conditions of Carriage and the IATA Tariff. Terms and conditions of service may vary from country to country. Consult our local office for specific information.

100

Journal Holdings. www.elsevier.com/locate/jah **For Letter of Credit statements visit** www.elsevier.com/locate/jah

DATE: 11/09 4211 2436

RECEIVED
FBI
JAN 14 1964

1-800-247-4747

For Admissions Call (800) 222-4747

EcoFX International Air Wash®

EX: www.ex.com For all U.S. Export Shipments and shipments between the U.S. and Puerto Rico.

Order in the back of the Destination: Soberan easy of this Air Whoplet
considering instructions and a detailed description of above services

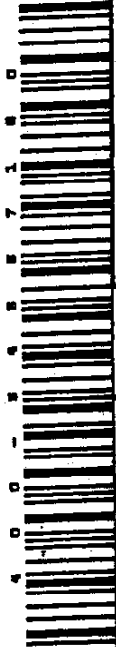


FOR ALL U.S. EXPORTS AND
SHIPMENTS BETWEEN THE U.S. AND PUERTO RICO

400-5455 7160

INTERNATIONAL AIR WAYBILL
PACKAGE TRACKING NUMBER

400-5455 7160



347

9153

TO (Recipient's Name) Please Print

Miss Loueta Knight (876) 976 3909

Gore Development Ltd

2c Braemar Avenue

Kingston 10

Jamaica

West Indies

ZIP/Postal Code

17404

PA

USA

Sender Internal Billing Reference Information (Optional) (First 34 Characters Will Appear On Invoice)

LES CHARLES KUTZ

1343-0475-1

Phone Number (Very Important)

(717) 652-8029

ZIP/Postal Code

17404

PA

USA

Sender Internal Billing Reference Information (Optional) (First 34 Characters Will Appear On Invoice)

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LES CHARLES KUTZ

1343-0475-1

Phone Number (Very Important)

(717) 652-8029

ZIP/Postal Code

17404

PA

USA

SHIPMENT INFORMATION

Number of Packages (Shippers Load and Count - SLAC)

1

Country of Manufacture

Jamaica

Total Weight (Shippers Weight and Seal Weight)

0

Total Declared Value for Customs (U.S. Dollars)

0

FedEx cannot estimate Customs charges

For Commodities Over US \$2500 or those which require a US validated Export License, attach a completed Shipper's Export Declaration form and obtain a license from the U.S. Customs Service.

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800 Call 800-247-4747 For Int'l Customer Service

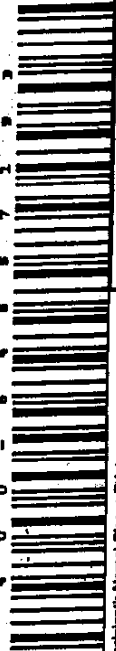
FOR ALL U.S. EXPORTS AND SHIPMENTS BETWEEN THE U.S. AND PUERTO RICO



400-5455 7193

Origin Station ID: 100112600
 Dest. Station ID: (FedEx use only)
 Phone Number (Very Important): (717) 852-8029
 Recipient's Name: Loveta Knight
 Recipient's Address: 2c Braemar Avenue
 Recipient's City: Kingston 10
 Recipient's State/Province: PA
 Recipient's ZIP/Postal Code: 17404

INTERNATIONAL AIR WAYBILL
 PACKAGE TRACKING NUMBER
 400-5455 7193



Phone Number (Very Important To Ensure Delivery): 9153

Sender's Name: Groe Development Ltd
 Sender's Address: 2c Braemar Avenue
 Sender's City: Kingston 10
 Sender's State/Province: PA
 Sender's ZIP/Postal Code: 17404
 Sender's Phone Number (Very Important To Ensure Delivery): 9153
 Sender's City/Country: Kingston 10 Jamaica W.I.

SHIPMENT INFORMATION
 Number of Packages: 1
 Shippers Load and Count: 1
 Country of Manufacture: Jamaica
 Total Weight: 1.00 kg
 Total Declared Value for Customs: \$100.00 (U.S. Dollars)
 Complete Description of Contents: Document Bank Loan

SENDER'S SIGNATURE
 Signature: X C. E. Kuty agent
 Title: Kuty agent
 Date: 1/23/04

RECEIPT
 Recipient's Signature: [Signature]
 Title: [Title]
 Date: 1/23/04

DECLARATION
 I hereby declare that the contents of this shipment are as described on the label and are not prohibited or restricted by any laws or regulations of the United States or any other country.

Internal Bill: Sender Internal Billing Reference Information (Optional) (Print 24 Characters Will Appear on Invoice)

1. SERVICES
 Check Only One Box
 FEDEX International: ☒ Priority
 FEDEX International Economy: ☐ FEDEX International Priority Freight: ☐ All Other Packaging: ☐

2. PACKAGING
 Must Check One Box
 FEDEX Letter: ☒ FEDEX Pak: ☐ All Other Packaging: ☐

3. DELIVERY/HANDLING INSTRUCTIONS
 Check Invoices required
 Hold for Pick-up: ☐ Deliver Weekday: ☐ Deliver Saturday: ☐

4. DUTIES AND TAXES
 Not all options available to all destinations
 Bill Sender: ☐ Bill Recipient: ☒ Bill 3rd Party: ☐

5. TRANSPORTATION CHARGES
 Not all options available to all destinations
 Bill Sender: ☐ Credit Card: ☐ Cash/Check: ☐

6. APPROVALS
 Bill Recipient: ☐ Bill 3rd Party: ☐ Bill In FedEx Account No.: ☐

[illegible]

MAIL BOXES ETC.® PARCEL SHIPPING ORDER Form 907

CUSTOMER (please print)

PRINT NAME	1960000	DATE	1/18/04
STREET	2150 Volusia St	CITY/STATE/ZIP	Orlando, FL 32801
CITY/STATE/ZIP			

No. 54088551



54088551

PKG.	SENT TO:	LIST ALL CONTENTS	COO	ZONE	WT	DIA	CK ONE	Ant	Chgs
A	NAME: Gore Development Ltd STREET: 2150 Volusia St CITY/STATE/ZIP: Orlando, FL 32801 PHONE: 407-678-1718	RESIDENTIAL COMMERCIAL BREA KABLE YES NO SEE \$3 BELOW	NO	1	11.1	11.1	SHIP DEC VAL COO DOH SAT DEL	34.51	11.1
B	NAME: STREET: CITY/STATE/ZIP: PHONE:	RESIDENTIAL COMMERCIAL BREA KABLE YES NO SEE \$3 BELOW	NO	1			SHIP DEC VAL COO DOH SAT DEL		
C	NAME: STREET: CITY/STATE/ZIP: PHONE:	RESIDENTIAL COMMERCIAL BREA KABLE YES NO SEE \$3 BELOW	NO	1			SHIP DEC VAL COO DOH SAT DEL		

1. The Carrier for all parcels accepted by the Mail Boxes Etc. Center ("Center") or "We" shall be United States Express, Inc. ("Carrier"). Parcels accepted from Customers ("Parcels") are subject to return for shipment by the Carrier.

2. We do not accept hazardous materials, fragile items or articles of unusual value, for shipment.

3. Subject to the terms and conditions herein, we will receive and forward parcels for you, and your items and address appear above. We assume no liability for the delivery of the parcels accepted for shipment nor for loss or damage by any means to the parcels or their contents while in transit. In the event of loss or damage to any parcels, we will attempt to replace the parcels at no cost to you. If we are unable to replace the parcels, we will refund the shipping charges paid only in part, by the Carrier or any other designated value provider. Parcels packaged by you not meeting Carrier's packing standards are not covered for damage during shipment. You acknowledge that including standards for Stock, Unstock, & Compression have been explained by us. We assume no responsibility or liability for damages to a parcel packaged by you, any such parcels that have been packed by you may be covered only for loss, not damage.

4. Your company acknowledges that the value of each of the parcels do not exceed the value stated and declared by you and understood that declared value coverage shall be available only if you have paid the appropriate declared value fee, if such value coverage is purchased, you agree to the terms and conditions on the back of this Parcel Shipping Order. If no amount is specified in the declared value section, above, you acknowledge that the value of the parcel shall not exceed \$100.

5. We are not liable for the value of the Carrier to properly collect or send parcels for COO unless "Cash On Delivery" is noted on COO tag. You acknowledge that you have read and understand the instructions on the COO tag.

6. We are not liable for Carrier's failure to make timely delivery on delivery date specified. Any statement by us as to probable date of delivery by Carrier is a statement of opinion and estimate only, and is not warranted in any manner. We are not liable for any consequential, incidental, or punitive damages, nor any loss or damage resulting from delay in shipping or delivery.

7. This Parcel Shipping Order constitutes the full and complete agreement between you and us, and supersedes all previous representations, other written or oral, if declared value coverage is purchased. Such coverage is governed by the applicable declared value terms and conditions.

8. USE Carrier tag and signed by Carrier's representative of Mail Boxes Etc. USA, Inc. (the "Carrier"). You acknowledge that the Carrier is not responsible or liable for any loss or damage to the parcels.

TOTAL CHARGES	\$ 34.51
TAX	
OTHER CHARGES	
GRAND TOTAL	\$ 34.51

COPY

www.mbe.com

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**MAIL BOXES ETC. PARCEL SHIPPING ORDER**

1985

CUSTOMER (please print)

PRINT NAME	Quane, Donald	DATE	10/27/90
STREET	480 White St	PHONE	202-525-0146
CITY/STATE/ZIP	Wash DC 20001	DATATYPE	PHONE

No. 34030323

8109-4711-2436-0400



5406015

Pkg.	SENT TO:		LIST ALL COMMENTS		MADE	COLL	ZONE	WT	DIA.	WT	CK ONE	Am	Time
A	NAME	Address	APT. #	Doc.	RESIDENTIAL	COMMERCIAL					<input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Other	2412	2:00
	STREET	Gore Development Ltd	APT. #		<input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial						<input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Other		
	CITY/STATE/ZIP	Kingston, Jamaica	PHONE	876 978 3909	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Other		
B	STREET		APT. #		<input type="checkbox"/> Residential <input type="checkbox"/> Commercial						<input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Other		
	CITY/STATE/ZIP		PHONE		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Other		
C	STREET		APT. #		<input type="checkbox"/> Residential <input type="checkbox"/> Commercial						<input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Other		
	CITY/STATE/ZIP		PHONE		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Other		

CENTER COPY

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(1981 Ed., Rev. 1997) (FORM #220100)



MAIL BOXES ETC.

MAKING BUSINESS EASIER. WORLDWIDE.

MAILBOX SERVICE AGREEMENT

CUSTOMER NAME: Turone James
 COMPANY: D W Advertising Eva Production Ad & Computer/Repairs
 ADDRESS: 51 Town Circle Hanover, PA 17331
 HOME PHONE: (717) 321-8984 WORK PHONE: _____ FAX: _____
 E-MAIL ADDRESS: _____ MAIL BOXES ETC. CENTER NO.: 2607
 MAILBOX NUMBER: 300 SIZE OF MAILBOX: Business

- 1) This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox (the "Mailbox") at the Mail Boxes Etc. Center identified above (the "Center") under the terms set forth herein.
- 2) Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate or fraudulent purpose or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state and local laws. Each individual or entity must complete a separate U.S. Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox. However, spouses may complete one Form 1583, as long as both spouses include their separate information on the Form.
- 3) This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583 may be disclosed upon request of any law enforcement or other governmental agency, or when legally mandated. Additionally, Customer acknowledges that pursuant to postal regulations the information required to complete Form 1583 may be made available by the U.S. Postal Service to the public if "yes" in block five (5) on Form 1583 is checked. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign an updated version of this Agreement and Form 1583 upon request.
- 4) Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.
- 5) Customer agrees to pay an initial set-up fee of N/A and a refundable security/key deposit of \$5.00, as well as applicable monthly service fees. The security/key deposit is refundable upon expiration, cancellation or termination of this Agreement, provided that Customer returns the key, key card and/or other similar device, and pays all sums owed to the Center. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may hold mail and packages pending payment. There will be no prorations or refunds for cancellation of any service. Customer agrees to pay a late fee of N/A if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of N/A. Mailbox service fees and other related fees stated herein are subject to change. In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.
- 6) Upon expiration, cancellation or termination of this Agreement, the Center will:
 - a. Re-mail (i.e., forward) Customer's mail for six (6) months, provided Customer pays the postage, packaging material, and forwarding fees in advance. Additionally, Customer must pay a monthly storage fee

©Mail Boxes Etc. USA, Inc.

Revised April 1999

©MAIL BOXES ETC. USA, INC.

Revised April 1999

against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims and causes of action for personal injury or property damage arising from such use or possession, from failure of the U.S. Postal Service or any commercial courier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, and from any violation by Customer of applicable federal, state or local laws.

13) Customer acknowledges and agrees that the Center is an independently owned and operated franchisee of Mail Boxes Etc. USA, Inc. ("Franchisor") and that Franchisor is not responsible for any acts or omissions of its franchisees.

14) CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER AND FRANCHISOR, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM.
(INITIAL L. J.)

15) Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. Mail received by Customer must bear a delivery address that contains at least the following elements, in this order:

- (1) Intended addressee's name or other identification. Examples: Joe Doe or ABC Co.
- (2) "PMB" and number. Example: PMB 234.
- (3) Street number and name or post office box number or rural route designation and number. Examples: 10 Main St. or P.O. BOX 34 or RR 1 BOX
- (4) City, state, and ZIP Code (5-digit or ZIP+4). Example: Herndon VA 22071-2716.

The Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."

16) Delivery by commercial courier services must be made to the Center street address only (and not to a P.O. Box). "P.O. Box" may be used only if it is part of Customer's "Caller Service" (arrangement for delivery of mail through Centers using a U.S. Postal Service address) address format. In such case, the "PMB" designation must also be used. Upon signing this Agreement, Customer shall provide two forms of valid identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

CUSTOMER SIGNATURE: [Signature]

DATE: 10/30/00

AUTHORIZED CENTER REPRESENTATIVE

SIGNATURE: [Signature]

DATE: 10/30/00

HOW DID CUSTOMER HEAR ABOUT US? _____

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Revised April 1999

**MAIL BOXES ETC.**MAKING BUSINESS EASIER[®] WORLDWIDE.**MAILBOX SERVICE AGREEMENT**

X CUSTOMER NAME: Yvonne Jones
 X COMPANY: Reality Fashion Express
 X ADDRESS: 367 W. Market Street York Pa 17404
 HOME PHONE: 717 332 8984 WORK PHONE: _____ FAX: _____
 E-MAIL ADDRESS: _____ MAIL BOXES ETC. CENTER NO.: _____
 MAILBOX NUMBER: _____ SIZE OF MAILBOX: _____

1) This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox (the "Mailbox") at the Mail Boxes Etc. Center identified above (the "Center") under the terms set forth herein.

2) Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate or fraudulent purpose or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state and local laws. Each individual or entity must complete a separate U.S. Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox. However, spouses may complete one Form 1583, as long as both spouses include their separate information on the Form.

3) This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583 may be disclosed upon request of any law enforcement or other governmental agency, or when legally mandated. Additionally, Customer acknowledges that pursuant to postal regulations the information required to complete Form 1583 may be made available by the U.S. Postal Service to the public if "yes" in block five (5) on Form 1583 is checked. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign an updated version of this Agreement and Form 1583 upon request.

4) Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.

5) Customer agrees to pay an initial set-up fee of _____ and a refundable security/key deposit of _____, as well as applicable monthly service fees. The security/key deposit is refundable upon expiration, cancellation or termination of this Agreement, provided that Customer returns the key, key card and/or other similar device, and pays all sums owed to the Center. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may hold mail and packages pending payment. There will be no proration or refunds for cancellation of any service. Customer agrees to pay a late fee of _____ if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of _____. Mailbox service fees and other related fees stated herein are subject to change. In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.

6) Upon expiration, cancellation or termination of this Agreement, the Center will:

a. Re-mail (i.e., forward) Customer's mail for six (6) months, provided Customer pays the postage, packaging material, and forwarding fees in advance. Additionally, Customer must pay a monthly storage fee

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against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims and causes of action for personal injury or property damage arising from such use or possession, from failure of the U.S. Postal Service or any commercial courier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, and from any violation by Customer of applicable federal, state or local laws.

13) Customer acknowledges and agrees that the Center is an independently owned and operated franchisee of Mail Boxes Etc. USA, Inc. ("Franchisor") and that Franchisor is not responsible for any acts or omissions of its franchisees.

14) CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER AND FRANCHISOR, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM.
(INITIAL)

15) Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. Mail received by Customer must bear a delivery address that contains at least the following elements, in this order:

- (1) Intended addressee's name or other identification. Examples: Joe Doe or ABC Co.
- (2) "PMB" and number. Example: PMB 234.
- (3) Street number and name or post office box number or rural route designation and number. Examples: 10 Main St. or P.O. BOX 34 or RR 1 BOX
- (4) City, state, and ZIP Code (5-digit or ZIP+4). Example: Herndon VA 22071-2716.

The Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."

16) Delivery by commercial courier services must be made to the Center street address only (and not to a P.O. Box). "P.O. Box" may be used only if it is part of Customer's "Caller Service" (arrangement for delivery of mail through Centers using a U.S. Postal Service address) address format. In such case, the "PMB" designation must also be used. Upon signing this Agreement, Customer shall provide two forms of valid identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

X CUSTOMER SIGNATURE: [Signature]

DATE: 10/5/02

AUTHORIZED CENTER REPRESENTATIVE

SIGNATURE: _____ DATE: _____

HOW DID CUSTOMER HEAR ABOUT US? _____



MAILBOX ETC.

MAKING BUSINESS EASIER. WORLDWIDE.

MAILBOX SERVICE AGREEMENT

CUSTOMER NAME: Tyone James
 COMPANY: P.J. Merchandise
 ADDRESS: 803 W. Market St. #2nd York Pa 17404
 HOME PHONE: (717) 843-1878 WORK PHONE: _____ FAX: _____
 E-MAIL ADDRESS: _____ MAIL BOXES ETC. CENTER NO.: 1224
 MAILBOX NUMBER: 191 SIZE OF MAILBOX: BUSINESS

- 1) This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox (the "Mailbox") at the Mail Boxes Etc. Center identified above (the "Center") under the terms set forth herein.
- 2) Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate or fraudulent purpose or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state and local laws. Each individual or entity must complete a separate U.S. Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox. However, spouses may complete one Form 1583, as long as both spouses include their separate information on the Form.
- 3) This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583 may be disclosed upon request of any law enforcement or other governmental agency, or when legally mandated. Additionally, Customer acknowledges that pursuant to postal regulations the information required to complete Form 1583 may be made available by the U.S. Postal Service to the public if "yes" in block five (5) on Form 1583 is checked. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign an updated version of this Agreement and Form 1583 upon request.
- 4) Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.
- 5) Customer agrees to pay an initial set-up fee of N/A and a refundable security/key deposit of \$5.00, as well as applicable monthly service fees. The security/key deposit is refundable upon expiration, cancellation or termination of this Agreement, provided that Customer returns the key, key card and/or other similar device, and pays all sums owed to the Center. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may hold mail and packages pending payment. There will be no prorations or refunds for cancellation of any service. Customer agrees to pay a late fee of N/A if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of N/A. Mailbox service fees and other related fees stated herein are subject to change. In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.
- 6) Upon expiration, cancellation or termination of this Agreement, the Center will:
 - a. Re-mail (i.e., forward) Customer's mail for six (6) months, provided Customer pays the postage, packaging material, and forwarding fees in advance. Additionally, Customer must pay a monthly storage fee

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of \$10.00 for month 1, and \$50.00 for months 2 through 6 in advance for the time period that mail is to be forwarded. It is Customer's responsibility to make arrangements with the Center to identify any mail forwarding needs prior to the expiration, cancellation or termination of this Agreement.

b. Discard or destroy any "Unsolicited Mail" (e.g., bulk mail; mail addressed as "occupant," "current resident" or similar designation; or coupons, advertising or other promotional material) delivered to or remaining at the Center.

c. Retain Customer's mail, other than Unsolicited Mail, at the Center for a period of thirty (30) days from the date of delivery or six (6) months after the expiration, cancellation or termination of this Agreement, whichever comes first, if Customer leaves no forwarding fees or forwarding address. After such time, any mail or package may be discarded or destroyed. In order to pick up any mail or package during the six (6) month period, Customer must pay a storage fee of \$10.00 per month for the time period in which the Center holds the mail or package(s), plus a service fee of \$2.00 for each time Customer visits the Center to pick up such items.

d. Refuse any package addressed to Customer delivered by any party other than the U.S. Postal Service, such as a commercial courier service.

7) Six (6) months after the expiration, cancellation or termination of this Agreement, the Center may:

a. Refuse any mail or package addressed to Customer and delivered to the Center.

b. Discard or destroy any of Customer's mail or package delivered to or remaining at the Center at such time.

8) The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid for by Customer from time to time. Renewal of this Agreement for additional terms shall be at the Center's sole discretion.

9) Customer agrees that the Center may terminate or cancel this Agreement for good cause at any time by providing Customer thirty (30) days written notice. Good cause shall include but is not limited to: 1) Customer abandons the Mailbox; 2) Customer uses the Mailbox for unlawful, illegitimate or fraudulent purposes; 3) Customer fails to pay monies owed the Center when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive or disruptive behavior toward other customers of the Center or the Center's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to Customer.

10) Any written notice to Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox or at the time personally delivered to Customer. In the event of a termination notice based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial courier service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.

11) As Customer's authorized agent for receipt of mail, the Center will accept all mail, including registered, insured and certified items. Unless prior arrangements have been made, the Center shall only be obligated to accept mail, or packages delivered by commercial courier services which require a signature from the Center as a condition of delivery. Customer must accept and sign for all mail and packages upon the request of the Center. Packages not picked up within 10 days of notification will be subject to a storage fee of \$2.00 per day per package, which must be paid before Customer receives the package. In the event Customer refuses to accept any mail or package, the Center may return the mail or package to the sender and Customer will be responsible for any postage or other fees associated with such return. C.O.D. items will be accepted ONLY if prior arrangements have been made and payment in advance is provided to the Center.

12) Customer agrees to protect, indemnify, defend and hold harmless the Center, Mail Boxes Etc. USA, Inc., and their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents and employees from and

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against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims and causes of action for personal injury or property damage arising from such use or possession, from failure of the U.S. Postal Service or any commercial courier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, and from any violation by Customer of applicable federal, state or local laws.

13) Customer acknowledges and agrees that the Center is an independently owned and operated franchisee of Mail Boxes Etc. USA, Inc. ("Franchisor") and that Franchisor is not responsible for any acts or omissions of its franchisees.

14) CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER AND FRANCHISOR, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM.

(INITIAL T S)

15) Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1593. Mail received by Customer must bear a delivery address that contains at least the following elements, in this order:

- (1) Intended addressee's name or other identification. Examples: Joe Doe or ABC Co.
- (2) "PMB" and number. Example: PMB 234.
- (3) Street number and name or post office box number or rural route designation and number. Examples: 10 Main St. or P.O. BOX 34 or RR 1 BOX
- (4) City, state, and ZIP Code (5-digit or ZIP+4). Example: Herndon VA 22071-2716.

The Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."

16) Delivery by commercial courier services must be made to the Center street address only (and not to a P.O. Box). "P.O. Box" may be used only if it is part of Customer's "Caller Service" (arrangement for delivery of mail through Centers using a U.S. Postal Service address) address format. In such case, the "PMB" designation must also be used. Upon signing this Agreement, Customer shall provide two forms of valid identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

CUSTOMER SIGNATURE: *Lyonne Lane*

DATE: 4/22/00

AUTHORIZED CENTER REPRESENTATIVE

SIGNATURE: *Ken Emmele*

DATE: 4/22/00

HOW DID CUSTOMER HEAR ABOUT US? _____



MAIL BOXES ETC.

MAKING BUSINESS EASIER. WORLDWIDE.

PMB-209

MAILBOX SERVICE AGREEMENT

CUSTOMER NAME: TYEONE James
 COMPANY: ~~1st Impression~~ 1st Impression Enterprise Inc.
 ADDRESS: 565 W. Market St York Pa 17404
 HOME PHONE: (717) 843 1074 WORK PHONE: (717) 854 3427 FAX: _____
 E-MAIL ADDRESS: T.J. B.S. Com. MAIL BOXES ETC. CENTER NO.: 116
 MAILBOX NUMBER: 209 SIZE OF MAILBOX: medium

- 1) This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox (the "Mailbox") at the Mail Boxes Etc. Center identified above (the "Center") under the terms set forth herein.
- 2) Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate or fraudulent purpose or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state and local laws. Each individual or entity must complete a separate U.S. Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox. However, spouses may complete one Form 1583, as long as both spouses include their separate information on the Form.
- 3) This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583 may be disclosed upon request of any law enforcement or other governmental agency, or when legally mandated. Additionally, Customer acknowledges that pursuant to postal regulations the information required to complete Form 1583 may be made available by the U.S. Postal Service to the public if "yes" in block five (5) on Form 1583 is checked. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign an updated version of this Agreement and Form 1583 upon request.
- 4) Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.
- 5) Customer agrees to pay an initial set-up fee of none and a refundable security/key deposit of \$5.00, as well as applicable monthly service fees. The security/key deposit is refundable upon expiration, cancellation or termination of this Agreement, provided that Customer returns the key, key card and/or other similar device, and pays all sums owed to the Center. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may hold mail and packages pending payment. There will be no prorations or refunds for cancellation of any service. Customer agrees to pay a late fee of none if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of none. Mailbox service fees and other related fees stated herein are subject to change. In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.
- 6) Upon expiration, cancellation or termination of this Agreement, the Center will:
 - a. Re-mail (i.e., forward) Customer's mail for six (6) months, provided Customer pays the postage, packaging material, and forwarding fees in advance. Additionally, Customer must pay a monthly storage fee

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of 10.00 for month 1, and 50.00 for months 2 through 6 in advance for the time period that mail is to be forwarded. It is Customer's responsibility to make arrangements with the Center to identify any mail forwarding needs prior to the expiration, cancellation or termination of this Agreement.

b. Discard or destroy any "Unsolicited Mail" (e.g., bulk mail; mail addressed as "occupant," "current resident" or similar designation; or coupons, advertising or other promotional material) delivered to or remaining at the Center.

c. Retain Customer's mail, other than Unsolicited Mail, at the Center for a period of thirty (30) days from the date of delivery or six (6) months after the expiration, cancellation or termination of this Agreement, whichever comes first, if Customer leaves no forwarding fees or forwarding address. After such time, any mail or package may be discarded or destroyed. In order to pick up any mail or package during the six (6) month period, Customer must pay a storage fee of 10.00 per month for the time period in which the Center holds the mail or package(s), plus a service fee of 2.00 for each time Customer visits the Center to pick up such items.

d. Refuse any package addressed to Customer delivered by any party other than the U.S. Postal Service, such as a commercial courier service.

7) Six (6) months after the expiration, cancellation or termination of this Agreement, the Center may:

a. Refuse any mail or package addressed to Customer and delivered to the Center.

b. Discard or destroy any of Customer's mail or package delivered to or remaining at the Center at such time.

8) The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid for by Customer from time to time. Renewal of this Agreement for additional terms shall be at the Center's sole discretion.

9) Customer agrees that the Center may terminate or cancel this Agreement for good cause at any time by providing Customer thirty (30) days written notice. Good cause shall include but is not limited to: 1) Customer abandons the Mailbox; 2) Customer uses the Mailbox for unlawful, illegitimate or fraudulent purposes; 3) Customer fails to pay monies owed the Center when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive or disruptive behavior toward other customers of the Center or the Center's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to Customer.

10) Any written notice to Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox or at the time personally delivered to Customer. In the event of a termination notice based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial courier service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.

11) As Customer's authorized agent for receipt of mail, the Center will accept all mail, including registered, insured and certified items. Unless prior arrangements have been made, the Center shall only be obligated to accept mail, or packages delivered by commercial courier services which require a signature from the Center as a condition of delivery. Customer must accept and sign for all mail and packages upon the request of the Center. Packages not picked up within 7 Business days of notification will be subject to a storage fee of 2.00 per day per package, which must be paid before Customer receives the package. In the event Customer refuses to accept any mail or package, the Center may return the mail or package to the sender and Customer will be responsible for any postage or other fees associated with such return. C.O.D. items will be accepted ONLY if prior arrangements have been made and payment in advance is provided to the Center.

12) Customer agrees to protect, indemnify, defend and hold harmless the Center, Mail Boxes Etc. USA, Inc., and their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents and employees from and

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against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims and causes of action for personal injury or property damage arising from such use or possession, from failure of the U.S. Postal Service or any commercial courier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, and from any violation by Customer of applicable federal, state or local laws.

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14) CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER AND FRANCHISOR, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM.
(INITIAL 1)

15) Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. Mail received by Customer must bear a delivery address that contains at least the following elements, in this order:

- (1) Intended addressee's name or other identification. Examples: Joe Doe or ABC Co.
- (2) "PMB" and number. Example: PMB 234.
- (3) Street number and name or post office box number or rural route designation and number. Examples: 10 Main St. or P.O. BOX 34 or RR 1 BOX
- (4) City, state, and ZIP Code (5-digit or ZIP+4). Example: Herndon VA 22071-2716.

The Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."

16) Delivery by commercial courier services must be made to the Center street address only (and not to a P.O. Box). "P.O. Box" may be used only if it is part of Customer's "Caller Service" (arrangement for delivery of mail through Centers using a U.S. Postal Service address) address format. In such case, the "PMB" designation must also be used. Upon signing this Agreement, Customer shall provide two forms of valid identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

CUSTOMER SIGNATURE: Theresa James DATE: 5/24/99

AUTHORIZED CENTER REPRESENTATIVE

SIGNATURE: Charles Kelly, agent DATE: 5/24/99

HOW DID CUSTOMER HEAR ABOUT US? _____



MAIL BOX ETC.

MAKING BUSINESS EASIER. WORLDWIDE.

MAILBOX SERVICE AGREEMENT

CUSTOMER NAME: _____
 COMPANY: _____
 ADDRESS: _____
 HOME PHONE: _____ WORK PHONE: _____ FAX: _____
 E-MAIL ADDRESS: _____ MAIL BOXES ETC. CENTER NO.: 2607
 MAILBOX NUMBER: 300 SIZE OF MAILBOX: _____

1) This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox (the "Mailbox") at the Mail Boxes Etc. Center identified above (the "Center") under the terms set forth herein.

2) Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate or fraudulent purpose or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state and local laws. Each individual or entity must complete a separate U.S. Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox. However, spouses may complete one Form 1583, as long as both spouses include their separate information on the Form.

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6) Upon expiration, cancellation or termination of this Agreement, the Center will:

- a. Re-mail (i.e., forward) Customer's mail for six (6) months, provided Customer pays the postage, packaging material, and forwarding fees in advance. Additionally, Customer must pay a monthly storage fee

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against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims and causes of action for personal injury or property damage arising from such use or possession, from failure of the U.S. Postal Service or any commercial courier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, and from any violation by Customer of applicable federal, state or local laws.

13) Customer acknowledges and agrees that the Center is an independently owned and operated franchisee of Mail Boxes Etc. USA, Inc. ("Franchisor") and that Franchisor is not responsible for any acts or omissions of its franchisees.

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(INITIAL LS)

15) Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. Mail received by Customer must bear a delivery address that contains at least the following elements, in this order:

- (1) Intended addressee's name or other identification. Examples: Joe Doe or ABC Co.
- (2) "PMB" and number. Example: PMB 234.
- (3) Street number and name or post office box number or rural route designation and number. Examples: 10 Main St. or P.O. BOX 34 or RR 1 BOX
- (4) City, state, and ZIP Code (5-digit or ZIP+4). Example: Herndon VA 22071-2716.

The Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."

16) Delivery by commercial courier services must be made to the Center street address only (and not to a P.O. Box). "P.O. Box" may be used only if it is part of Customer's "Caller Service" (arrangement for delivery of mail through Centers using a U.S. Postal Service address) address format. In such case, the "PMB" designation must also be used. Upon signing this Agreement, Customer shall provide two forms of valid identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

CUSTOMER SIGNATURE: Juan Lopez DATE: 10/30/00

AUTHORIZED CENTER REPRESENTATIVE

SIGNATURE: Brandi Tyler DATE: 10/30/00

HOW DID CUSTOMER HEAR ABOUT US? _____

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

TYRONE P. JAMES,

Plaintiff

v.

**YORK COUNTY POLICE
DEPARTMENT; AGENT JAMES H.
MORGAN; DET. RICHARD
PEDDICORD; DET. RAYMOND E.
CRAUL; SGT. GENE FELLS; DET.
ANTHONY GLOWCZEWSKI; AGENT
RANDY SIPES; and AGENT BRIAN
WESTMORELAND,**

Defendants :

No. 1:CV-01-1015

(Judge Kane)

(Magistrate Judge Mannion)

CERTIFICATE OF SERVICE

I, Jason C. Giurintano, Deputy Attorney General for the Commonwealth of Pennsylvania, Office of Attorney General, hereby certify that on November 17, 2003, I caused to be served a true and correct copy of the foregoing document entitled Commonwealth Defendants' Response to Plaintiff's Second Request for Production of Documents by depositing same in the United States Mail, first-class postage prepaid to the following:

Tyrone P. James, EX-9451
SCI Rockview
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Bellefonte, PA 16823

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Law Office of Donald L. Reihart
2600 Eastern Blvd., Suite 204
York, PA 17402


JASON C. GIURINTANO
Deputy Attorney General

Deputy Attorney General